



Bk: 20621 Pg: 233 Page: 1 of 3
Recorded: 10/23/2006 01:21 PM

RETURN TO:

Deutsch, Williams, Brooks
DeRensis & Holland, P.C.
99 Summer Street
Boston, MA

QUITCLAIM DEED

PROPERTY ADDRESS: 165 CHESTNUT STREET, WILMINGTON, MA

I, **Joseph A. Langone, Trustee of 165 Chestnut Street Realty Trust**, under Declaration of Trust dated August 26, 2005 pursuant to a Trustee's Certificate dated August 26, 2005 and recorded in the Middlesex County Registry of Deeds Northern District ("Registry") in Book 19189, Page 227, and having an address of 20 Middlesex Avenue, Wilmington, Massachusetts 01887, for consideration paid of **\$450,000.00**,

grant to the **Town of Wilmington**, a Massachusetts municipal corporation having an address of 121 Glen Road, Wilmington, Middlesex County, Massachusetts, 01887, acting by and through its Board of Selectmen,

WITH QUITCLAIM COVENANTS

The land with the buildings and improvements thereon, situated in Wilmington, Middlesex County, Massachusetts being identified as **Lot 6** as shown on a plan entitled "165 Chestnut Street, Wilmington, Massachusetts, Plan of Land of Velma M. Emery," prepared by GCG Associates, Inc., dated May 24, 2005 and recorded with the Registry in **Plan Book 219 as Plan No. 20**, to which plan reference is made for a more detailed description of said Lot 6.

This deed is given in compliance with and satisfaction of an Option to Purchase agreement entered into between Northeastern Development Corporation and the Town of Wilmington dated June 27, 2005 and recorded at the Registry in Book 18967, Page 246, as affected by an Assignment of Option to Purchase dated August 26, 2005 and recorded at the Registry in Book 19189, Page 222 as affected by an Amendment of Option To Purchase dated March 23, 2006 and recorded at the Registry in Book 19975, Page 74.

165 Chestnut Street, Wilmington, MA


MP

The Trustee of 165 Chestnut Realty Trust hereby certifies that I am the sole Trustee of said Trust; that said Trust has not been altered, amended, revoked or terminated; that the Trust is the owner of property identified as 165 Chestnut Street, Lot 6, Wilmington, Massachusetts; that pursuant to the terms of the Trust and upon the specific direction and authorization of the beneficiaries of said Trust, all of whom are of legal age and under no disabilities, I have the power and authority to sell, distribute or otherwise dispose of all or any part of the trust property, including 165 Chestnut Street, Lot 6, Wilmington, Massachusetts to the Town of Wilmington, a Massachusetts municipal corporation having an address of 121 Glen Road, Wilmington, Middlesex County, Massachusetts 01887, acting by and through its Board of Selectmen, for consideration of \$450,000.00; and that I have been authorized and directed by the beneficiaries of the Trust to sign such documentation as I, as Trustee, deem necessary in order to effectuate this transaction.

For grantor's title reference, see deed from Velma M. Emery, Trustee of the Emery Family Trust, under Declaration of Trust dated February 16, 1989 and recorded at the Registry in Book 4814, Page 42, to Joseph A. Langone, Trustee of 165 Chestnut Street Realty Trust dated August 26, 2005 and recorded with Registry in Book 19189, Page 229.

Witness my hand and seal this 20th day of October, 2006.

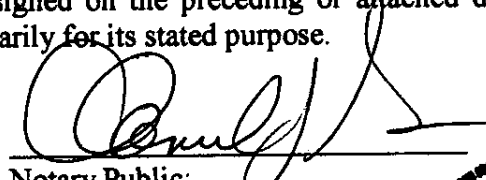
165 CHESTNUT STREET REALTY TRUST

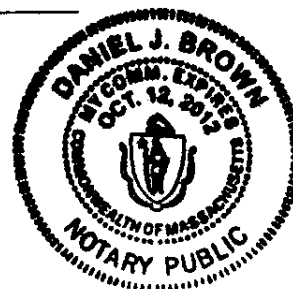

Joseph A. Langone, as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

On this 20th day of October, 2006, before me, the undersigned notary, personally appeared the above named **Joseph A. Langone, as Trustee of 165 Chestnut Street Realty Trust** proved to me through satisfactory evidence of identification, which were a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public:
My Commission expires:



Page seventeen

Town Meeting – April 22, 2006

MOTION: On motion of Mr. Cairra, duly seconded, the Town of Wilmington voted in the affirmative that in accordance with the provisions of Mass General Law, Chapter 40, Section 4A, the Town Manager with the approval of the Board of Selectmen and upon the recommendation of the Board of Health be hereby authorized to enter into an Intermunicipal agreement for a term of twenty-five years or less with one or more governmental units for the purpose of providing public health services.

ARTICLE 20. *To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, or eminent domain taking the Optioned Premises (which includes the Butters' Farm Dwelling and Lot 6) or, in the alternative, the Butters' Farm Dwelling and Parcel A all as described in or shown on an Option to Purchase for the benefit of the Town recorded in the Middlesex North Registry of Deeds at Book 18967, Page 246 and expires on June 1, 2006 covering a portion of the real property more commonly known as 165 Chestnut Street, Wilmington and shown as Parcel 13 on Wilmington Assessor's Map 15 and more particularly described in a deed located at Book 19189, Page 229; and to authorize the Board of Selectmen to determine if the Alternative Options listed in the Option to Purchase as described above are beneficial options which may be exercised by the Town and to vote to raise and appropriate, transfer from available funds, and/or borrow, pursuant to any applicable statute, a sum or sums of money to be spent by the Town Manager with the approval of the Board of Selectmen to carry out this acquisition; or to assign the Option to Purchase to a suitable entity engaged in the preservation of historical properties; or take any other action related thereto.*

MOTION: On motion of Ms. Harris, duly seconded, the Town of Wilmington voted 225 in favor 8 opposed to authorize the Board of Selectmen to acquire by purchase, gift or eminent domain the Optioned Premises (which includes the Butters' Farm Dwelling and Lot 6) which is the real property more commonly known as 165 Chestnut Street, Wilmington also shown as Parcel 13 on the Town Assessor's Map 15 and more particularly described as follows: in a deed located at the Middlesex North Registry of Deeds at Book 19189, Page 229 an Option to Purchase recorded at Book 18967, Page 246; Assignment of Interest Book 19189, Page 222; and Amendment at Book 19975, Page 74 and further, that the sum of Four Hundred Fifty Thousand Dollars (\$450,000) be appropriated for this purpose, and to meet this appropriation, the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow said sum pursuant to any applicable statute, to be spent by the Town Manager with the approval of the Wilmington Historical Commission and the Board of Selectmen; and further the Board of Selectmen is hereby authorized pursuant to the provisions of M.G.L., Chapter 40, Section 15A and M.G.L. Chapter 30B to dispose of all or part of such land and Optioned Premises including the authority to issue historical preservation restrictions on the Optioned Premises shall endure in perpetuity.

END OF DOCUMENT

Rick P. Hare Jr.

TRUE COPY ATTEST

Candace M. Keeney
TOWN CLERK



2006 00071492

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PRESERVATION RESTRICTION AGREEMENT
between the COMMONWEALTH OF MASSACHUSETTS
by and through the MASSACHUSETTS HISTORICAL COMMISSION
and the Town of Wilmington

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the Town of Wilmington, with offices located at 121 Glen Road, Wilmington, Massachusetts 01887, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as the William Butters II Homestead, thereon as described in a deed dated October 20, 2006, from Joseph A. Langone, Trustee of 165 Chestnut Street Realty Trust, under Declaration of Trust dated August 26, 2005 and pursuant to a Trustee Certificate dated August 26, 2005 to the Town of Wilmington, recorded with the Middlesex North Registry of Deeds, Book 2061, Page 233, and which is located at 165 Chestnut Street, Wilmington, Massachusetts 01887, hereinafter referred to as the Premises. The Premises is also shown and described in attachments Exhibits A, B and C hereto and incorporated herein by reference.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

WHEREAS, the Premises is included in the Inventory of Historic and Archaeological Assets of the Commonwealth, and is eligible for listing in the National Register of Historic Places; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions, which shall apply in Perpetuity to the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed

in the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.
2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.
3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.
4. Notice and Approval: Whenever approval by the Commission is required under this restriction, Grantor shall request specific approval by the Commission not less than (30) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the grantor shall be reasonably sufficient as a basis for the Commission to approve or disapprove the request. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Commission to make an informed judgment as to its consistency with the purposes of this Preservation Restriction. Within (30) days of receipt of Grantor's reasonably sufficient request for said approval, the Commission shall, in writing, grant or withhold its approval, or request

additional information relevant to the request and necessary to provide a basis for its decision. However, should the Commission determine that additional time is necessary in order to make its decision the Commission shall notify the Grantor. The Commission's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the purpose of this Preservation Restriction. Failure of the Commission to make a decision within sixty (60) days from the date on which the request is accepted by the Commission or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

5. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

6. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

8. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 8, inclusive, shall run with the land and is binding upon future owners of an interest therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27 day of November, 2006.

TOWN OF WILMINGTON
Board of Selectmen

By: Raymond N. Lepore
Raymond N. Lepore, Chair

By: Michael J. Newhouse
Michael J. Newhouse

By: Charles R. Fiore, Jr.
Charles R. Fiore, Jr.

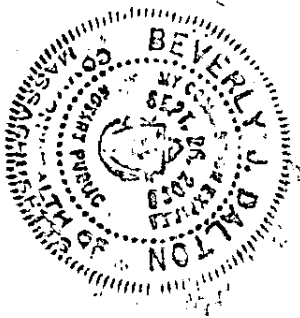
By: _____
Michael V. McCoy

By: Suzanne M. Sullivan
Suzanne M. Sullivan

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27 day of November, 2006, before me, the undersigned notary public, personally appeared Raymond N. Lepore, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.



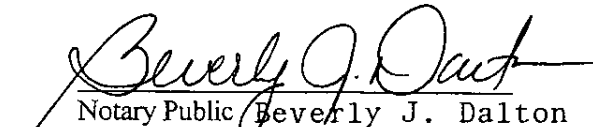
Beverly J. Dalton
Notary Public Beverly J. Dalton
My Commission Expires September 26, 2008

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27 day of November, 2006, before me, the undersigned notary public, personally appeared Michael J. Newhouse, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.





Notary Public Beverly J. Dalton
My Commission Expires September 26, 2008

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27 day of November, 2006, before me, the undersigned notary public, personally appeared Charles R. Fiore, Jr., proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.




Notary Public Beverly J. Dalton
My Commission Expires September 26, 2008

COMMONWEALTH OF MASSACHUSETTS

Middlesex,ss.

On this 27 day of November, 2006, before me, the undersigned notary public, personally appeared Suzanne M. Sullivan, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.



Beverly J. Dalton
Notary Public Beverly J. Dalton
My Commission Expires September 26, 2008

COMMONWEALTH OF MASSACHUSETTS

_____,ss.

On this ____ day of _____, 2006, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires _____

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By Brona Simon
Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

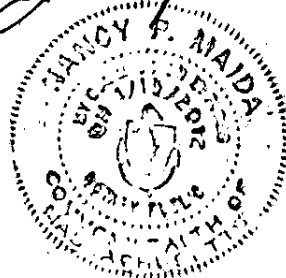
Suffolk, ss.

On this 11th day of December, 2006, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

Notary Public

Nancy Maida

My Commission Expires January 19, 2012



RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the premises. Under this section permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require MHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the MHC, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction, such changes must be reviewed by the MHC and their impact on the historic integrity of the premise assessed.

It is the responsibility of the property owner to notify the MHC in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. MHC staff will attempt to work with property owners to develop mutually satisfactory solutions, which are in the best interests of the property.

BUTTERS FARM DWELLING

165 CHESTNUT ST.

PLAN

PLAN REFERENCES :

1. SUBDIVISION PLAN "PLAN OF LAND OF VELMA M EMERY, 165 CHESTNUT STREET, WILMINGTON MA" BY GCG ASSOCIATES INC. DATED MAY 24, 2005 AND RECORDED IN NORTH MIDDLESEX REGISTRY OF DEEDS IN PLAN BOOK 219 PLAN 20
2. EXHIBIT A - OPTION TO PURCHASE RECORDED AT MIDDLESEX NORTH REGISTRY OF DEEDS IN BOOK 18967 PAGE 246
3. DEED FOR LOTS 1-6 AND PARCEL A RECORDED IN NORTH MIDDLESEX REGISTRY OF DEEDS BOOK 19189 PAGE 229

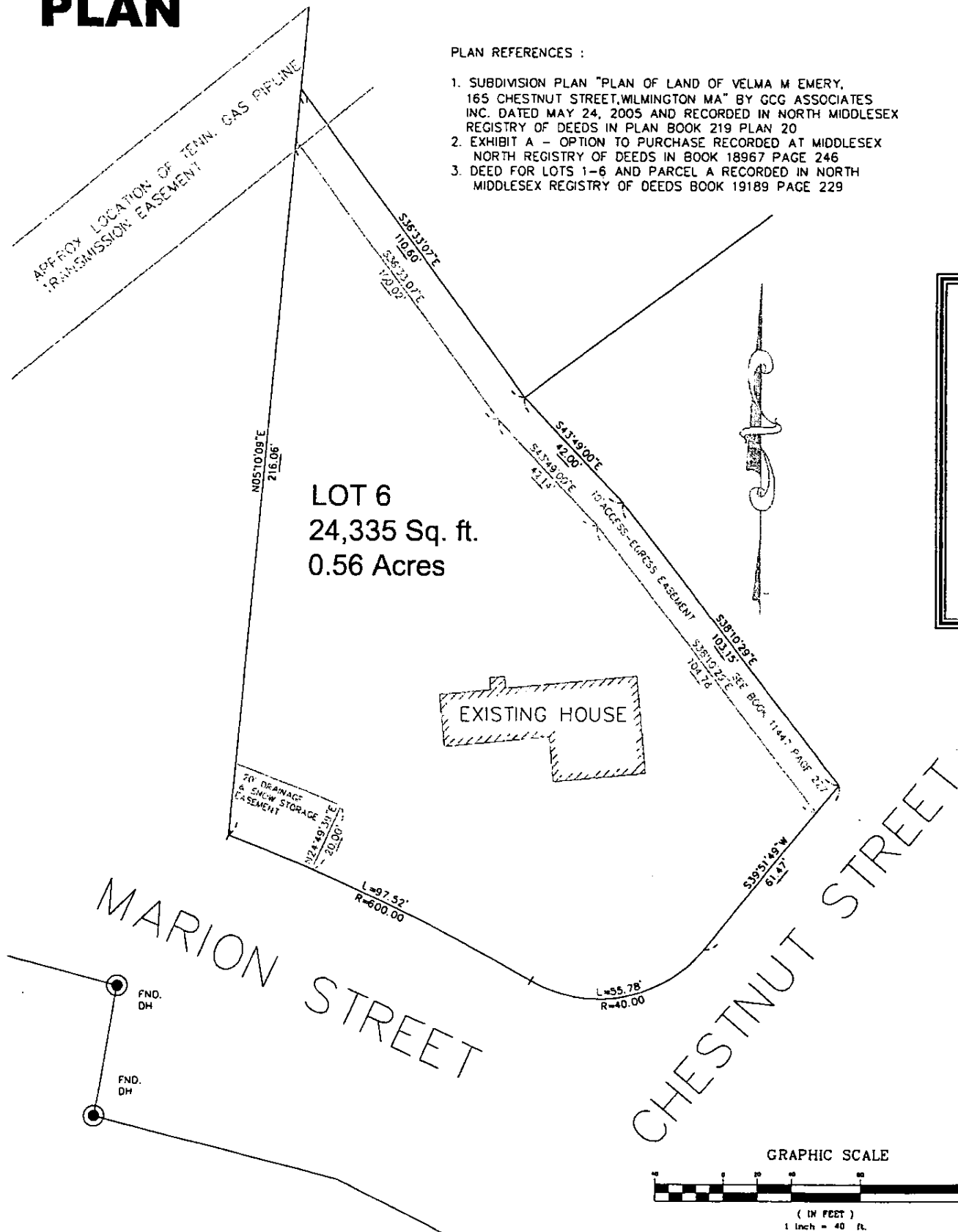


EXHIBIT A

Butters Farm Subdivision Plan
Survey Plan by GCG Associates
May 24, 2005, Recorded Middlesex
North Plan BK 219 Plan 20

LEGAL DESCRIPTION

LOT 6

WILMINGTON ASSESSORS MAP 15 PARCEL 13

BUTTERS FARM LOT

Beginning at a point at the north west corner of the intersection of Chestnut Street and Marion Street; thence traveling a length on fifty-five and seventy-eight hundredths (55.78) feet along a curve to the right of radius forty (40.00') feet to a point on Marion Street. Thence traveling around a curve to the left of radius six hundred (600.00') feet a length of ninety-seven and fifty-two hundredths (97.52) feet along the northerly sideline of Marion Street to a point. Thence N 05°-10'-09" E a distance of two hundred sixteen and six hundredths (216.06) feet along the lot line by Lot 5 to a point. Thence S 36°-33'-07" E a distance of one hundred ten and sixty hundredths (110.60) feet to a point. Thence traveling S 43°-49'-00" E a distance of forty-two feet (42.00') to a point. Next S 38°-10'-29" E a distance of one hundred three and fifteen hundredths (103.15) feet to a point on the sideline of Chestnut Street. Thence traveling S 39°-51'-49" W a distance of sixty one and forty-seven hundredths (61.47) feet along Chestnut Street to the point of beginning.

This parcel describes the Butters Farm property in the Town of Wilmington on Assessors Map 15, Lot 13, which encompasses approximately twenty-four thousand three hundred and thirty-five (24,335) square feet and is shown as Lot 6 on the plan entitled "Plan of Land of Velma M. Emery" dated May 25, scale 1:40 drawn by GCG Associates, Wilmington, MA 01887 recorded at the North Middlesex Registry of Deeds in plan book 219 plan 20.

EXHIBIT B

Legal Description
Wilmington Assessors
Map 15 Parcel 13
Butters Farm Lot



TOWN OF WILMINGTON

121 GLEN ROAD
WILMINGTON, MA 01887

ARTICLE 20

On motion of Ms. Carolyn Harris, and being duly seconded the Town of Wilmington voted **225 in favor 8 opposed** authorized the Board of Selectmen to acquire by purchase, gift or eminent domain the Optioned Premises (which includes the Butters' Farm Dwelling and Lot 6) which is the real property more commonly known as 165 Chestnut Street, Wilmington also shown as Parcel 13 on the Town Assessor's Map 15 and more particularly described as follows: in a deed located at the Middlesex North Registry of Deeds at Book 19189, Page 229 an Option to Purchase recorded at Book 18967, Page 246; Assignment of Interest Book 19189, Page 222; and Amendment at Book 19975, Page 74 and further, that the sum of **Four Hundred Fifty Thousand Dollars (\$450,000)** be appropriated for this purpose, and to meet this appropriation, the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow said sum pursuant to any applicable statute, to be spent by the Town Manager with the approval of the Wilmington Historical Commission and the Board of Selectmen; and further the Board of Selectmen is hereby authorized pursuant to the provisions of M.G.L. Chapter 40, Section 15A and M.G.L. Chapter 30B to dispose of all or part of such land and Optioned Premises including the authority to issue historical preservation restrictions on the Optioned Premises shall endure in perpetuity.

Two thirds vote is required.

DATE ACTED ON: April 22, 2006

CERTIFIED TRUE COPY ATTEST:

Sharon A. George

Sharon A. George

TOWN CLERK



END OF DOCUMENT

Richard P. Howe Jr.

EXHIBIT C

Town of Wilmington
Vote to purchase Butters Farm & place
restriction on parcel
April 22, 2006